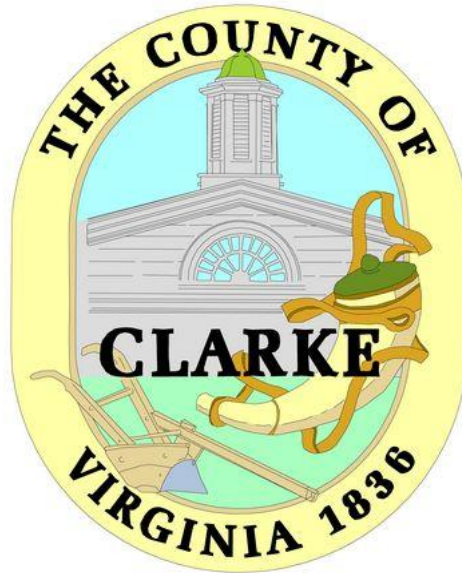


REQUEST FOR PROPOSALS



PROPOSAL TITLE: COMPUTER ASSISTED MASS APPRAISAL PROGRAM

PROPOSAL NUMBER: RFP #20-0211

PROPOSAL DUE DATE: FEBRUARY 11, 2020

PROPOSAL DUE TIME: 3:00:00 P.M. (LOCAL PREVAILING TIME)

TABLE OF CONTENTS

I.	REQUEST FOR PROPOSALS	PAGE.....3
II.	SPECIAL TERMS AND CONDITIONS	PAGE.....4
III.	SPECIFICATIONS	PAGE.....16
IV.	SUGGESTED SCOPE OF CAMA PROGRAM	PAGE.....18
V.	PRICING	PAGE.....30
VI.	ATTACHMENT A – PROPOSAL RESPONSE FORM	PAGE.....32
VII.	ATTACHMENT B- REFERENCE FORM	PAGE.....36
VIII.	ATTACHMENT C - SCC FORM	PAGE.....37
IX.	ATTACHMENT D-GENERAL TERMS AND CONDITIONS	PAGE.....38

I. Request for Proposals (as publicly advertised)

PUBLIC NOTICE
RFP #20-0211
COMPUTER-ASSISTED MASS APPRAISAL (CAMA) PROGRAM

The Clarke County Purchasing Office is soliciting formal proposals from qualified and experienced firms who can provide a fully supported, user-friendly, turnkey Computer Assisted Mass Appraisal (CAMA) Program to be used by the Clarke County Commissioner of the Revenue and contracted Mass Appraisal Firm.

Sealed proposals should be clearly marked, "RFP #20-0211 Computer-Assisted Mass Appraisal Program." Proposals must be received in the Clarke County Purchasing Office before 3:00:00 P.M. (local prevailing time), Tuesday, February 11, 2020, at which time they will be publicly recorded. Proposals received after this time will not be accepted.

Proposal documents are available at Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611, 540-955-5148, by email at mlegge@clarkecounty.gov, or on-line at www.clarkecounty.gov.

Each vendor must be an Equal Opportunity Employer as defined by Federal and State Law.

Clarke County reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful offeror(s).

Thomas J. Judge
Director of Joint Administrative Services

II. Special Terms and Conditions

A. Introduction

1. The intent of this "Request for Proposals" (hereinafter known as "this document or RFP") and resulting contract(s) is to obtain formal proposals from qualified and experienced firms who can provide a fully supported, user friendly, customized, turnkey Computer-Assisted Mass Appraisal (CAMA) Program to be used by the Clarke County Commission of the Revenue and contracted Assessor.
2. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or an authorized representative.
3. Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contract shall comply with all applicable federal, state and local laws and regulations.

B. Background Information

1. Clarke County solicited a RFP for a CAMA program in the spring of 2017, but ultimately, decided not to award a contract based on the timing of the County's Reassessment and budgeting reasons. All vendors, including those that submitted proposals for the RFP advertised in the spring of 2017, are encouraged to submit proposals for this RFP solicitation.
2. Clarke County was established in 1836. It is a rural county located in the Commonwealth of Virginia with a population of approximately 14,000 people with 178 square miles.
3. Approximately, 9500 real estate parcels are assessed each time a reassessment is done.
4. The Commission of Revenue and contracted Assessor currently uses the CAMA system developed by Stonewall Technologies. Our CAMA system runs on an IBM i-series (AS-400) system.
5. In 2015, Clarke County began using Munis, which is a computer ERP system developed by Tyler Technologies. The County currently uses the ERP system for budgeting, accounting, procurement, utility billing, payroll, leave management, and tax billing.

6. Our current assessment software system is outdated and will be the last system running on the AS-400. Note that part of the tax implementation is to link the Real Estate Tax module to our assessment system.
7. Therefore, the intent of this RFP is to enter into a contract with a vendor that can provide a new, fully supported, user friendly, customized, turnkey, state of the art, Computer Assisted Mass Appraisal (CAMA) Program that can link to Munis.
8. Interested vendors should note that the County is looking for a system that will help establish values between assessments. The County typically hires a vendor every 4-6 years to conduct an assessment. The County expects about 4-5 employees will be using the new CAMA system.
9. The main priority of the new CAMA Program is to provide a strong data management system and an effective way to determine Land Use Value. Land Use Value should factor in Conservation Easements and DURs (Dwelling Unit Rights).
10. The County is interested in determining what options and pricing exist for market valuation modules, but market valuation is a low priority for this project as the County will likely continue to rely on the outsourced assessment for market valuation purposes.
11. The County would like to pay for a CAMA Program that only includes modules that the County would use. The County understands that many CAMA programs may have modules built into them that the County has no plans of using. The County does not want to eliminate or discourage vendors offering such programs of participating in this procurement solicitation. However, the County would like vendors to discuss their ability to only charge the County for modules that it plans on using and/or will use. Vendors should discuss in their proposals if they have the ability to turn on and off specific modules in their CAMA program or if the County is forced to pay for the entire package.
12. The County is open to several options, a “Commercial off the Shelf” product or a “Customized” product that will best address the functional and performance requirements, as stated in this RFP. Under a single contract, vendor shall represent a full service firm offering product, installation, implementation, training, continuing service with the ability for the CAMA Program to continue to grow and change as technology changes as well as with changes in County needs.

C. Tentative Time Frame

RFP ADVERTISED	January 16, 2020
RFP SUBMISSION DUE DATE	Must be received in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time) on Tuesday, February 11, 2020.
AWARD OF CONTRACT	Estimated 4-6 weeks after proposals are received.

Please note that the above dates are simply estimated time frames; Clarke County reserves the right to change dates as deemed necessary in the best interest of its constituents.

D. Addenda

1. Addenda may occur prior to the bid opening. It is the vendor's responsibility to check the website (www.clarkecounty.gov) listing frequently to ensure that all solicitation information is complete and accurate. Upon award, this document in its entirety including any forms and addenda shall be referred to as the contract.
2. The County will attempt to notify all vendors that are known to have a complete set of Bid Documents; however, it is ultimately the responsibility of each company to check the County website (www.clarkecounty.gov, business, current solicitations) for addendums.
3. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
4. No Addenda will be issued later than two (2) days prior to the date of receipt for Bids except:
 - a) any Addendum withdrawing the Request for Proposals; or
 - b) any Addendum that includes postponement of the date of receipt for Proposals.
5. Each Contractor should ascertain before submitting a bid how many Addenda, if any, were issued.
6. Each Contractor should certify on the Response Form the number of additional addenda received.

E. Inclement weather: In the event that the Clarke County Purchasing Office is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening; the pre-

bid (pre-proposal) conference or bid opening will occur on the next business day that Clarke County Public School Administrative Offices are open at the appropriate times as stated in the IFB/RFP. Please check the County website, www.clarkecounty.gov, under business, and current solicitations for updates regarding any changes in meeting times and/or due dates.

F. Notice of Award

All Notices of Award and Notices of Intent to Award will be posted on the County website, www.clarkecounty.gov, under business, and current solicitations.

G. Alternate Bids/Deviations

It is expected that each vendor should enter a bid only on the RFP as specified.

H. Use of Subcontractors

Clarke County reserves the right to reject the Contractor's selection of Subcontractors. Contractor should supply a list of all Subcontractors to Clarke County with the bid documents. The County reserves the right to ask for references of subcontractors from bidders after the bids are opened, if deemed necessary.

I. Points of Contact

It is preferred that all questions be submitted in writing by emailing Mike Legge at purchasing@clarkecounty.gov. Please have all questions to Mr. Legge by noon on Monday, February 3, 2020 to ensure that answers can be provided in a timely manner before the due date.

Should you need to contact someone regarding this document, the following names are listed for your convenience. Please be sure to contact the person best suited to answer your questions or concerns.

NAME	TITLE	VOICE
Thomas J. Judge	Director of Joint Administrative Services	540-955-6172
Mike Legge	Purchasing Manager	540-955-5148
Mary Meredith	Administrative Assistant-Purchasing	540-955-5185
Donna Peake	Commissioner of the Revenue	540-955-5187
Gordon Russell	County IT Director	540-955-5135

J. Specific Reference to General Terms and Conditions

1. **A bid bond will not be required.**

2. **Payment and Performance Bond.** The selected vendor shall be required to provide the County with a payment and performance bond, each in the amount equal to one-hundred percent (100%) of the contract as security for the faithful performance of this contract.

3. One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contract shall select the surety company. Required bonds shall be payable to the County of Clarke.

4. All bonds shall be obtained at the bidder's expense and shall be included in the proposal price.

5. Vendors are responsible for all costs associated in preparing a proposal submittal. The County will not pay for any costs associated with preparing a proposal.

6. Insurance Requirements

a) A **Certificate of Insurance will be required from the selected vendor**; please refer to General Terms and Conditions for complete instructions. Please include a sample of your Certificate of Insurance with your proposal. All vendors shall include the cost of insurance in their bid pricing.

b) Be sure to instruct your insurance carrier as to how the Certificate of Insurance is to be worded.

c) Contractor shall be responsible for requiring any subcontractors to have the same amounts/types of insurance as the Contractor.

d) If you have any questions regarding these limits, please contact the Clarke County Purchasing Office for clarification and discussion.

e) Note that the selected vendor shall furnish the County with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. The selected vendor must provide an endorsement letter that verifies that Clarke County, its officers, officials, employees, volunteers and agents (as their interest may appear)" are additionally insured.

f) Any vendor that is awarded a contract is responsible for ensuring that their employees and any and all subcontractors have insurance coverage and Worker's Compensation coverage. The County of Clarke and the Clarke County Sanitary Authority shall not be responsible for any injury (including death) of any vendor or subcontractor that is visiting, inspecting, climbing, or working on the site/water tower(s).

7. Permits and Licenses

Clarke County Business License and/or a License from the Town of Berryville may be required. Please contact the Town of Berryville (540-955-1099) and the Clarke County Commissioner of the Revenue (540-955-5187) for more information. Only the selected vendor would be required to have a business license from the Town or County, if applicable.

It shall be the selected vendor's responsibility to pay for any other permits or licenses (building, town, etc.) that may be required for this project. The Clarke County Building Department can be reached at (540) 955-5112.

K. Proposal Requirements

1. One (1) original and three (3) copies of each proposal are requested. The original should be clearly marked "ORIGINAL" on the front of the proposal.

2. Proposals should be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Ownership of all data, materials, and documentation originated and prepared for the RFP shall belong exclusively to Clarke County and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure; however, the vendor must **clearly** identify the sections by marking "Proprietary" at the top of each applicable page and must explain why the protection is necessary.

L. Submittals

1. Interested vendors should submit the following in their sealed proposals. Note that vendors should submit these documents with their proposal even if the County already has them on file from previous jobs, responses, etc.

a. Attachment A: Proposal Response Form.

b. Attachment B - SCC Form.

Per § 2.2-4311.2 of the Virginia Public Procurement Act, any contractor/vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Vendors submitting a bid/proposal should include the identification number that was issued to them by the State Corporation Commission. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote a statement describing why the vendor is not required to be so authorized.

c. A sample copy of your **Certificate of Insurance** showing coverage. The selected vendor shall provide the County with a Certificate Insurance having Clarke County listed as the Certificate Holder and as Additionally Insured.

d. A signed copy of any **addendum** issued before bid opening date and time.

e. Any **alternate proposals or deviations**.

f. Copies of **any required license**, (state, local, etc.) for this type of work.

2. Proposals must be submitted in a **sealed envelope or box** and should be clearly marked:

“RFP #20-0211 Computer-Assisted Mass Appraisal Program”, and sent to:
Clarke County Purchasing
129 Ramsburg Lane
Berryville, VA 22611

3. Proposals must be received in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time) on Tuesday, February 11, 2020 at which time they will be publicly recorded. Proposals submitted after this time will not be

accepted. The official time will be determined by the clock in the Clarke County Purchasing Office.

M. Contract Method and Terms

1. Selected vendors will be contacted to discuss potential contracts. A contract will be issued and signed by both parties before any work is allowed to begin. A completed Certificate of Insurance with the County of Clarke, VA listed as Certificate Holder is also required to be on file with the County before any work is allowed to begin.
2. The award shall be based on the contractor's ability to meet all RFP requirements.

N. Contract Payment Terms

1. The selected Contractor may submit a monthly application for payment by the end of each calendar month for work performed.
2. All monthly applications for payment shall be only for completed (in place) work, not stored materials, less ten (10) percent retainage.
3. The selected contractor may request final payment (retainage) only after all punch-list work is totally complete and after all warranties, lien releases, etc. are properly executed and received.
4. A final inspection and/or acceptance does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

O. Proposal Evaluation Criteria

1. Each proposal will be evaluated for full compliance with the RFP instructions to the Vendor, and mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm that is most responsive to the herein described needs of the County.
 - Understanding of the project, familiarity with the content of the proposal, quality of the response.
 - The software's ability to meet the stated requirements and demonstrate proven opportunities to improve business processes.
 - Specific plans and procedures used to provide required services. Implementation, training, data conversion, testing, technology, and

support plans: including adequacy of personnel, facilities, equipment, and other related factors.

- The overall stability, ability, capacity, and skill of the firm to perform the contract or provide the service required and as scheduled.
- Pricing.
- Ability to only charge the County for the modules that it uses.
- Ability to determine land use value and the ability to factor Conservation Easements and DURs (Development Unit Rights).
- Efficiency and economy are very important to the County. Costs will not necessarily be the deciding factor in the selection process.

2. The selected vendor(s) must be determined to be a responsible and responsive vendor by the County.

3. The County reserves the right to request interviews of selected vendors and to request demonstrations of the software, if needed. If interviews are held, the interview may be used as part of the evaluation.

4. The County reserves the right to negotiate with more than one vendor. The price shall be considered during these negotiations, but will not be the sole determining factor. After negotiations are complete, the County shall select the vendor, which, in its opinion, shall be chosen as the contractor. The County does reserve the right, prior to award, to cancel this RFP, reject proposals, and/or issue a new RFP.

5. The County is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, if an award of a contract is made, members of the evaluation committee are allowed to provide feedback to vendors, who submitted a proposal, on why their respective proposal was not chosen. This RFP does not commit the County to pay costs incurred in the preparation of responses to this RFP.

P. Independent Contractor

1. The selected vendor will be hired as an independent contractor and thus, agrees and understands that they, the vendor and its employees, are not employed by the County of the Clarke.

Q. Codes, Permits, Fees, License, and Notices

1. None of the terms or provisions of these specifications shall be construed as waiving any other rules, regulations or requirements of authorities.
2. It is the responsibility of the Contractor to obtain and pay for all necessary permits, inspections, licenses and notices.
3. The Contractor shall supply, when requested, copies of permits and licenses to Clarke County.
4. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
5. In any instance where these specifications call for materials for construction of a better quality or larger size than required by codes, the provision of these specifications shall take precedence. In other words, should the Codes call for better quality or larger size, the codes shall govern.

R. Contractor's Duties

1. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or authorized representative.
2. The Contractor shall immediately upon discovery, bring to the attention of Clarke County any conflicts that may occur among the various provisions of the specifications and plans.
3. Failure of the Contractor to bring conflicts or exceptions to the attention of Clarke County shall allow Clarke County to require any changes deemed necessary before acceptance by Clarke County.
4. Contractor shall be responsible for all property damaged, or persons injured, by the Contractor's and/or subcontractors' negligence. This includes, but is not limited to, fences, trees, plants, grass, walks, drives, building surfaces – interior/exterior, visitors, visitors' belongings and vehicles, county equipment, building contents, etc.
5. Inspection and Acceptance
 - a) The selected vendor should examine areas and conditions under which work is scheduled to occur and notify the County of conditions detrimental to proper and timely completion of work.

- b) Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to applicator.

S. Material Delivery, Storage and Handling (if applicable)

1. Contractor shall be responsible for (1) the protection of materials from deterioration during delivery, and while stored on site, and (2) all project related deliveries to the site, and materials stored on site.
2. Clarke County is not responsible for any material or equipment that is stored or left on Clarke County property.
3. Materials shall be stored in a neat and safe way as to prevent any type of accident.

T. Owner's Access

1. Clarke County shall have access at all times to the work site.
2. The Contractor shall keep Clarke County advised of the progress of the project and shall provide opportunity for Clarke County to inspect each phase of the project.
3. The Contractor shall provide proper and safe facilities for such access and inspection.

U. Stop Work Notice - Clarke County reserves the right to stop work temporarily at any location because of weather conditions, lack of materials, safety violations, special functions, and/or performance not in accordance with the contract or any other unforeseen circumstances.

V. Procedures for Authority, Workmanship, Inspection and Clean-up

1. Authority.....The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County authorized representative.
 - a) The Contractor shall comply with requests and/or orders issued by the authorized representative(s) acting within their authority for Clarke County.
 - b) The Director of Joint Administrative Services must approve any change to the contract in writing.

2. Workmanship.....All work under the resulting contract shall be performed in a skillful and workmanlike manner. Clarke County may require the Contractor to remove from the job site any Contractor's employee deemed to be incompetent or careless.

- a) Contractor shall be responsible for conduct and supervision of its personnel.
- b) There shall be no drinking of alcoholic beverages or use of any controlled substance by Contractor's personnel.
- c) There shall be no smoking or vaping on any Sanitary Authority owned property.

3. Inspection.....Clarke County may, from time to time, make inspections of the work performed under this contract. Any inspection by Clarke County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

4. Clean-Up.....The Contractor(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. All waste materials are to be removed from the site and disposed of properly.

W. Special Requirements

1. Accident Prevention and Safety - Each Contractor shall:

- a) Comply with all applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction for the safety of all persons and property to protect them from damage, injury or loss.
- b) If applicable, erect and maintain, as required by conditions and progress of work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, posting of danger signs and other warnings against hazards.
- c) Be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Contract.

2. Work hours - Normal work hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. These hours may be extended, contingent on Clarke County's approval.

3. Work adjacent to private property - Contractor shall conduct construction activities in a manner that will not interfere with adjacent property

4. Urgent reports - It is imperative that each Contractor immediately contact Clarke County in the event of any of the following incidents:

- a) Accidents - report immediately.
- b) Situations or circumstances that could delay work or give cause for claims for extensions or added costs.
- c) Instructions and/or clarifications requested.

III. SPECIFICATIONS

A. The successful vendor shall provide all software, programming, documentation, materials, products, tools, transportation, training materials, personnel, technical knowledge, and project management skills necessary to implement a computer-assisted mass appraisal solution as outlined in the Request for Proposal. The proposed solution should run on a SQL database, with a perpetual use license. The installation should involve ensuring seamless data exchange between the proposed system and Munis, which is the County's current computer software system. Systems which are fully supported in a VMWare virtualized environment are preferred.

B. The selected vendor should provide a new system that will either need to be hosted by the vendor or run on Windows or Linux platform. The County will no longer be using any systems that use the i-series (AS400) platform.

C. The successful vendor should develop and submit a Project Implementation Plan, including specifications of all hardware/software modifications, hardware/software installation, data conversion, delivery of documentation, and training. Implementation services will be performed on a "not-to-exceed" basis where the County compensates the vendor on the basis of hours and expenses incurred up a ceiling amount. If there is a residual amount at the end of the project, the County will retain the difference. If the implementation cost ceiling is exceeded, the vendor shall complete the work at no additional compensation, unless the County does not meet its clearly defined obligations.

D. The successful vendor should provide a project manager that will be responsible for managing the project for the vendor and serving as the vendor's key representative and liaison to the County's project manager. The County shall have final approval of the project manager and the County shall approve any changes in project management after contract award.

The project manager should submit an updated project work plan to the County at regular intervals and as project events may require.

The project manager should provide a biweekly written status report to the County's project manager. This report should document the project's status, milestones completed, tasks not on schedule, problems, and how and when problems will be resolved.

E. The successful vendor should provide staffing levels and resources to ensure successful completion of the Project Plan within the project timeline and budget.

F. The successful vendor should include a comprehensive set of documentation including all functions of the system. Technical documentation should include program descriptions, input and output, and how the programs manipulate data. Application documentation should include step-by-step instructions for the execution of each program module.

G. The successful vendor will be responsible for the accurate reformatting and transfer of current and historical data from the existing CAMA system. The successful vendor shall address the method of conversion, testing, verification, validation, and security of data conversion.

H. Technical support and maintenance should be provided through an annual maintenance agreement between the successful vendor and the County. The proposal should describe in detail the warranty period and the maintenance agreement, including annual maintenance cost for software components for five years after system acceptance. The first twelve (12) months of maintenance should be included in the initial purchase price of the software and will not commence until the application has been placed in production and accepted by the County. The maintenance agreement must provide ongoing support and maintenance, including upgrades, bug fixes, patches, and other technical support necessary for County staff to operate the System.

I. The successful vendor should be able to provide technical support via phone, email, or web access within four (4) hours of request.

J. The successful vendor should provide a restricted web access that allows read-only browsing of specific CAMA data, limited access by other County Departments, security control, without the necessity of installation of additional software.

K. The successful vendor may subcontract the work to be performed, but will retain responsibility for all of the work associated with the contract for system installation. The successful vendor must identify any subcontractors they intend to use in the execution of this contract. The County reserves the right to reject use of selected subcontractors.

IV. SUGGESTED SCOPE OF CAMA SYSTEM

A. Data Management.

1. Ownership Information/Property Identification: The proposed CAMA system should demonstrate the ability to capture and maintain current property ownership information and property identification including but not limited to:

- Multiple owner names, billing address, care of name, secondary address, multiple property location addresses on a single parcel, parcel record number, tax map reference, zoning, legal description, sales date, instrument number, instrument type, plat reference, and plat date.

2. Property Information. The proposed CAMA system should demonstrate the ability to identify and maintain property attributes assigned to each parcel. These attributes should be table driven allowing the user to use drop down description boxes. The application should have the below attributes including; but not limited to:

- Assignment of different property types (residential, commercial, etc.) voided parcels, assignment of an appraiser, notes and comments, site data (access and utilities), income and expense data, property coding (work area, land description, etc.), class codes (taxable and exempt), neighborhood code, and other pertinent parcel information and market data.

When splits or combinations are done, the retention of as much information on both parcels will be needed.

3. Transfer History Information. The proposed CAMA system should demonstrate the ability to capture and retain previous ownership information including but not limited to:

- Previous owner(s) name, sales date, sales price, sales code (table driven), and instrument number/deed book and page number. History data should be searchable.

4. Assessment History. The system should have the capability to archive and allow the maintenance of all assessment records including property description, code files and table files, as well as the history of original assessed values and any changes on a parcel.

5. Residential and Commercial Land/Lot Information: The application should demonstrate the ability to create and maintain an assessed

value for all lot acres; summarize all lot acres assessed for the parcel and create a total assessed residential and commercial land value for that parcel. The application should compute an assessed value using methods based on standard appraisal methodology and user defined fixed price. The application should have information including but not limited to:

- Sum all lot acres and store as a total value for the parcel, topography, street type, location (good, fair, poor, etc.) soil type, drainage, lot acreage calculated or user defined, price per acre, price before adjustments, adjustments and the reason, lot type, frontage, depth and rear dimensions, corner influence, and lot zoning.

6. Residential and Commercial Building Information. The application should demonstrate the ability to create and maintain an assessed value for all buildings attached to each parcel. The application should compute an assessed value using methods based on standard appraisal methodology and user defined fixed price. The application should have information including but not limited to:

- Building type, number of building units, story height, wall height, building class, year built, year remodeled, effective age, condition, multiple plumbing options and the total number of each type, floor finish, wall finish, fuel type, allow for built ins, number of rooms, number of bedrooms, building sketch, multiple foundation types, multiple exterior types, multiple roof types and material type, basement size, type, finished, semi-finished and unfinished, attic size, heating/air, number of chimneys and openings, interior condition code, summary screen of all Major/Minor value (Ex: Total for heating, plumbing, etc.), total assessed value of each minor segment, subtotal of all major and minor values for each parcel, adjustment amount, replacement cost, physical depreciation and reasons (table driven), value after depreciation, functional or economic obsolescence, assessed value for each building per parcel, duplicate building attributes from one parcel to another, segment type, construction type, building class type, percentage complete, square foot area calculated from sketch or user defined, building sketch with or without dimensions.

7. Residential and Commercial Outbuilding Information. The application should demonstrate the ability to create and maintain an assessed value for all outbuildings attached to each parcel. The application should compute an assessed value using methods based on standard appraisal

methodology and user defined fixed price. The application should have information including but not limited to:

- Building type, story height, year built, percent complete, effective, age, condition, length and width, heat/air, plumbing & electrical, calculation of the square foot or user defined, cost table driven or user defined, replacement cost, value after depreciation, assessed value, out building sketch with or without dimension (to show location on property).
8. Repetitive Changes. System should have the ability to eliminate repetitive changes between multiple years, including a reassessment year where rate tables will change.
 9. Security. Security capability to restrict access so that the data is not lost and is only changed by authorized users.
 10. Audit Trail. The system should maintain an audit trail of changes by date, individual, and type of changes, with the ability to query on and print audit trail.
 11. Image Handling. The system should be capable of displaying and storing multiple digital images per parcel.
 12. Sketching Capability. The system should be capable of creating and maintaining sketches of all buildings and improvements for all parcels.
 13. Capturing Data. The system should be capable of capturing property information (snap shot) at the time of the sale and user will be able to verify the sale with verification codes.
 14. Tracking. The system should be capable of tracking parcel transfers, multiple transfers to a particular parcel within a tax year, land divisions, land combination, map changes, plat dates, building permits, disabled veteran exemptions, appeals, abatements, supplements, etc. tied into the audit trail with the ability to query on data.
 15. Report Production. The system should be capable of producing general reports, with the ability for the users to develop and permanently store custom reports or export the data out to Excel, CSV file, etc. All fields within the system should have the ability to be queried.
 16. Appraising Multiple Structures. The system should be capable of assessing multiple structures on one parcel using separate approaches to value, if needed. Values for each structure should be shown and

summarized individually. All partially assessed values should be clearly indicated.

17. Comparable Properties. The system should be capable of filtering on user defined fields and generate comparable assessed properties and comparable sales to the subject parcel.
18. Storing Documents. The system should be capable of storing and recalling all types of documents, JPG, DOC, XLS, PDF, etc. related to an individual parcel of land.
19. GIS. The system should have the ability to provide data to the County's GIS system.
20. User Defined Fields. User defined fields should be available within the system.
21. Prorated Values. The system should have the capability of calculating, storing, and displaying prorated values resulting from new construction.
22. Omitted Assessments. The system should have the capability of assessing omitted new construction based on rates for the tax years omitted.
23. Notes. The system should store and display a notes field on a parcel by parcel basis. Notes should have the ability to be marked confidential or public with the ability to search on note text.
24. Compliance with Virginia Law & Professional Standards. The system shall comply with Virginia Law & Professional Standards.
 - Title 58.1 of the Code of Virginia and all local codes or ordinances at the time of the contract.
 - Appraisal Foundation/Appraisal Standards Board's Uniform Standards of Professional Appraisal Practice (USPAP) Standard 6, Mass Appraisal, Development and Reporting.
 - International Association of Assessing Officers, current Standard on Ratio Studies. Library of Virginia, Records Retention General Schedule No. 5.

B. Valuation

The system shall use standard approaches for the valuation of real property. The valuation methods to be included are Cost, Market and Income. The ability to trend values as well as override or correlate any of the values should be included. These approaches should be integrated in the single CAMA system. The system should accommodate the valuation of land, residential, commercial, industrial, and multi-family properties. The system should allow for different building class types, building category types, building sub-category types, cost base on a range of square foot, and fixed cost.

The application must demonstrate the ability to load and maintain a residential and commercial cost table product.

1. Cost Approach

- The system should include cost valuation components for commercial, industrial, residential and multi-family properties. The system should access a maintainable table of replacement cost new rates, associated factors, depreciation schedules, time and location modifiers and support interpolation between cost tables. It should have the ability to adjust value through the use of economic condition factors as well as the standard depreciation for age, condition and functional and economic obsolescence.
- The system should produce a cost valuation document showing the cost calculations on each property, the appraiser's adjustments and final value.
- The cost approach should compute value estimates with clear documentation for defense of values.
- The residential and commercial cost approach should use cost tables based on square footage. Other factors that will affect cost tables are use/class code, condition, story height, wall height, heat/air, special features, etc.
- The system should be adaptable for time and location as well as neighborhood adjustment tables.

2. Valuation of Land

- The main priority of the new CAMA Program is to provide a strong data management system and an effective way to determine Land Use Value. Land Use Value should factor in Conservation Easements and DURs (Dwelling Unit Rights).

- The system should have the capability to value a single parcel with multiple land types and zoning types.
- The system should provide land tables for residential, commercial, industrial, multi-family and agricultural land using units of comparison found in acceptable appraisal practice (i.e.: square foot, acre, etc.), size adjustments, other factors that influence values, site value, as well as multiple values per parcel.
- The system should provide multiplicative adjustments, both positive and negative.
- The system should store and assess land values separate from improvement values.

3. Income Approach

- The system should be capable of storing and utilizing income and expense data, with the ability of adjusting for vacancy and loss, operating expenses, overall rates, etc.

4. Market Approach

- The County is interested in determining what options and pricing exist for market valuation modules, but market valuation is a low priority for this project as the County will likely continue to rely on the outsourced assessment for market valuation purposes.
- Interested vendors should describe if their system is capable of capturing property information (snap shot) at the time of the sale.
- Interested vendors should describe if their system is able to a desired number of the most comparable sales to a given subject property based on a mathematical algorithm.
- Interested vendors should discuss if specific modules, such as market valuation, can be deactivated for County use in an effort to save the County money or if the market valuation is part of their total program package.

5. Valuation using Trending

- The system should provide the ability to trend using property characteristics and user defined areas.

C. Data Access and Entry Requirements

1. Data Entry. Data entry into the system should be performed by the use of a keyboard and optionally, a hand-held collection system.
2. Multi-User. The system should be available to multiple users for concurrent operation of the system.
3. Sketch. The system should automatically compute area from sketch. The system should have the ability to display area and labels onto sketch. The system should have the ability to sketch angles, arcs, circles, etc. in addition to lines using the mouse or keyboard entry. The system should have the capability of sketching “out buildings” and show the relationship of the “main building” to “out buildings” as they are situated on the property.
4. Coding of Property. The system should be capable of storing coordinates for property, fire district code, voter precinct code, etc.
5. Edits and Cross Edits. All data entered should be validated by the system and/or user defined criteria.
6. Search Criteria. The system should be capable of the following search criteria:
 - Parcel ID
 - Property Address
 - Ownership
 - Tax Map Number
 - Business Name
 - Subdivision Name
7. Transfer of Data. The system should be capable of exporting data into file formats such as Microsoft Excel, Word, etc.
8. Mass Updates. The system should have the ability to perform mass updates to all fields on their defined criteria. This mass update capability should not require additional vendor involvement.

D. General Processing Requirements

1. Transfers: The system should allow entry of all transfers of real estate. The appropriate information will be captured at the time of transfer including, but not limited to sale price, instrument number, owner's name, billing address and the type of transaction (arms-length, distress, foreclosure, etc.) The user should have the ability to define which fields are to be captured.
2. Year-End Processing: The system should have the capability to run "CAMA checks" which will be user defined. The system should allow the Assessor's office to enter tax rates for the county and towns, with the ability to create and export the county land book, town land books, and reassessment book(s). The system should have the capability to roll over all information and system generated values to a new tax year.
3. Export Data for Billing: The system should have the capability of transferring user defined data to Munis Software nightly.
4. Appeals: The system should track all Assessors' Office and Board of Equalization appeals. It should include the capability to generate summary reports. The system should have the ability to handle the scheduling of appeals.
5. Splits/Combinations: The system should automatically transfer all pertinent data to the appropriate parcel.
6. Multi-year Processing: The system should allow for prior, current and succeeding year(s) processing simultaneously.
7. Deleted Parcels: The system should have a method to retain all parcels when deleted or deactivated. These parcels should not be included in any counts or totals. They shall be identified on all screens and reports as inactive parcels. The system should have the ability to purge this data based on user defined selection criteria.
8. Address Changes: The system should have the capability to update address changes and document the source of change

E. Reporting

Appraisal reports will be required including but not limited to, annual revaluation reports, quarterly building permit reports, sales ratio reports, original/revised assessment notices, income & expense forms, mailing notices with and without mailing labels, financial reports, beginning/ending fiscal year reports, and others. Vendors are requested to respond to the reporting requirements defined below and provide a list of all standard reports provided with the system.

1. Annual Reports: The system should be capable of producing property assessment valuation reports, showing old and new value, percentage of change. The report should show the grand total of old and new values and total percentage of change. The system should produce an edit report, showing any data attributes that were changed. The system should be capable of a detailed neighborhood report showing old & new values, latest valid sale price and an assortment of statistical values that can be used for helping in the equity of assessment. The system should be capable of producing original and revised assessment notices.
2. Land books: The system should be capable of producing an annual/biannual taxable land book/reassessment book, exempt land book/reassessment, disabled veterans book, signature page for each and recap reports.
3. Sales Study Reports: The system should be capable of producing statistical reports, with the flexibility in allowing user defined data selection. The reports will need to allow for a wide range of statistical information including but not limited to mean, median, sales ratio percent, price related differential, coefficient of dispersion, standard deviation and any other test or statistic that will help in the equity of assessment. The system should allow studies to be produced geographically by different land uses, class codes, property type within subdivision, etc.
4. Building Permit Reports: The system should be capable of producing a building permit activity report by neighborhood that shows any increase in value and the type of increase (example: new construction, alterations, etc.) A summary total line is generated for each neighborhood, along with a final or grand total page, that breaks down the totals by residential & commercial properties.
5. Property Record Card: The application should have a detailed property record card report. User should be able to print single or multiple cards. Multiple card prints should allow for data selection and sorting. The system should have the option to print a single side or two sided card.
6. Report Writing Capabilities: The system should permit users to select data elements from within the entire database for reporting. Report writing programs should be able to do basic computations such as add, subtract, multiply and allow for multiple comparison types including combinations of “and / or” logic.
7. Audit Reports: The system should allow for user defined audit reports.
8. Appraiser Inventory Document: The system should produce an inventory document by individual property or geographic area to allow verification of sales or review of active building permits.

9. Notice of Change in Assessment: The system should generate a notice of change in assessment for all parcels affected including supplements, abatements and new construction.

10. Form Letters and Notices: The System should have the ability to generate data usable for form letters, notices and labels by user defined criteria.

11. Printing: All special forms and reports should be printable on any County networked printer. It is desirable for all reports to be printable on plain paper.

F. Documentation and Training

The successful vendor should document the workflow needed to operate the system. The vendor shall detail what training will be provided for the system operation, both formal and hands-on, by trainers on-site to answer any questions and resolve problems. The vendor shall provide experienced staff to assist the County in CAMA operation, modeling, problem solving and CAMA system functions.

G. Patent Indemnity

The selected vendor shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sales of these goods covered hereby constitutes an infringement of any copyright, trademark or patent, the vendor shall indemnify and hold Clarke County and its representatives harmless from any cost, expenses, damage, or loss incurred in any manner by Clarke County on account of any such alleged infringement.

H. Local Codes

In the installation of the Systems, the successful vendor shall comply in every way with the requirements of state and local laws, codes and ordinances. No claims for additional payment will be approved for changes required to comply with codes, ordinances and regulations in effect on date of bidding, since it is the vendor's responsibility to become familiar with such requirements before submitting the bid.

I. Clarification of Bids

Prior to acceptance of any bid and negotiation of contract with any vendor, any or all vendors may be contacted for additional information, pricing or discussion of their proposed System.

J. Disclaimer

Clarke County reserves the exclusive right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request

additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any proposals without a penalty, and take any steps necessary to act in the County's best interest.

K. Associated Costs

Unless otherwise arranged, the vendor awarded the contract shall provide and be financially responsible for all equipment, tools, labor, transportation, supervision and any other facilities necessary for completion of the installation, including freight and delivery charges.

The work will be deemed ready for acceptance when all items of equipment and software are installed and assurances from Clarke County that the system is working as contracted.

L. Source Code

In the event the Vendor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the County shall be entitled to have, use and duplicate for its own use, a copy of any supported release of source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the County shall have exclusive right to possess all physical embodiments of such Vendor owned materials. The Vendor agrees to escrow all source code with a third party, authorized to deliver that source code to the County upon its sole determination of the above criteria having been met. The Vendor shall update all components of the source code with the escrow vendor on not less than an annual basis. The County will be authorized to audit the compliance of these provisions at any time. The rights of the county in this respect shall survive for a period of twenty (20) years after the expiration or termination of the negotiated contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

M. Terms of Software License

Unless otherwise stated in the solicitation, the software licenses identified in the pricing schedule should be purchased on a perpetual basis and should continue in perpetuity. However, the County reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired licenses should be for use at any computing facilities, on any equipment, by any number of licensed users, and for any purposes for which it is procured. The County further reserves the right to transfer all rights under the license to another agency to which some or all of its functions are transferred. Failure to pay any maintenance or other post-purchase fees

will in no way nullify the right to use the software. If for any reason maintenance is missed or dropped, it will be fully re-instated upon payment by the County for all payments missed, deferred, or declined. Under no circumstances will the County be required to re-purchase the software due to a lapse in maintenance. For this agreement, future versions of the software modules purchased by the County shall be deemed to be covered under maintenance as long as the business functionality is similar, regardless of the technical features of the future version.

These new features and technology shall be considered to be covered by the maintenance agreement. Additionally, the County reserves the right to purchase additional user license groups at a pre-determined negotiated price over the course of the first five (5) years after product “go live” date.

N. Instructions

1. In order to be considered for selection, Vendors should submit a complete response to the RFP. One (1) original and three (3) copies of each proposal should be submitted to the County. Each copy of the proposal should be bound in a single volume. Include all information requested and any other information thought to be relevant to completely address the RFP requirements. Should the Vendor fail to respond to all requirements of the RFP, or fail to provide adequate or complete documentation, the Vendors proposal may be eliminated from further consideration.
2. Clarke County **will not** accept oral proposals, or proposals received by telephone, FAX machine or other electronic means.
3. Any changes in the proposal should be signed or initialed by an authorized representative of the vendor.
4. A proposal may be modified or withdrawn by the Vendor any time prior to the time and date set for the receipt of proposals. The Vendor shall notify the Clarke County Purchasing Office in writing of its intentions.
5. The Vendor should include in their proposal the following:
 - Table of Contents – All pages should be numbered
 - Introduction
 - Cover letter – on company letterhead listing firms address and other contact information with the project name Clarke County Computer-Assisted Mass Appraisal Program.
 - Name of authorized person from the firm that will be the primary contact throughout the project.

- Summary of company background to include the date the company went into business, status of the company (public/private), date the company began selling the proposed software/services and staff experience.
- Identify unique strengths the Vendor would bring to the project.
- Describe the involvement, if any, of subcontractors in the work relative to the implementation of the CAMA system.
- Describe the firms support policy before, during and after implementation.
- A brief description of the implementation/data conversion process.
- A brief description in the approach for providing project management services.
- Response to Scope of Services – The response to each item should be complete and detailed
- A Brief description of the general capabilities of the proposed system.
- Detailed pricing for all costs associated with providing the services. This should include all labor, supervision, hardware, software, implementation costs, development costs, training and travel. In addition, provide all costs for software annual support and maintenance for 5 years.
- Samples of all agreements (license, maintenance, etc.)

O. On-site visits

All interested Vendors are encouraged to visit the job site prior to submitting their proposal. At the time proposals are received, each vendor will be presumed to have satisfied themselves as to the nature and location of the work, the character of the equipment and facilities needed preliminary to and during the execution of the work, general conditions and all other matters which in any way affect work under any contract awarded.

V. PRICING

1. Vendors should provide all software and project costs for implementation. Pricing must include all costs related to implementing the detailed business requirements in this RFP.
2. The County would like to pay for a CAMA Program that only includes modules that the County would use. The County understands that many CAMA

programs may have modules built into them that the County has no plans of using. The County does not want to eliminate or discourage vendors offering such programs of participating in this procurement solicitation. However, the County would like vendors to discuss their ability to only charge the County for modules that it plans on using and/or will use. Vendors should discuss in their proposals if they have the ability to turn on and off specific modules in their CAMA program or if the County is forced to pay for the entire package.

3. The County will require a payment schedule based on defined and measurable milestones and deliverables. Under no circumstances will payments be made in advance of work performed.

4. The County will require a twenty percent (20%) retention of all contract monies until acceptable performance is demonstrated as shown by the County's final acceptance of the products and services produced by the vendor. The County reserves the right to use products furnished under a contract resulting from this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the County.

Attachment A – Proposal Response Form.

Note: Sealed Proposals should be clearly marked, “RFP #20-0211 Computer-Assisted Mass Appraisal Program” and must be received in the Clarke County Purchasing Office before 3:00:00 P.M.(local prevailing time) on Tuesday, February 11, 2020, at which time they will be publicly recorded.. Proposals received after this time will not be accepted. The official time will be determined by the clock in the Purchasing Office.

Lump Sump Price to provide and install a fully supported, user-friendly, turnkey Computer Assisted Mass Appraisal (CAMA) Program to be used by the Clarke County Commission of the Revenue and contracted Assessor, as specified in this RFP.

\$ _____

***Vendors are encouraged to provide a detailed pricing layout/description that speaks to specific modules and functions.**

Please provide an estimated completion date, in calendar days, from the date of award:

_____ CALENDAR DAYS

--Please provide a detailed timeline with specific milestones in your proposal.

If you need to explain pricing options, please lay out the options clearly and attach it to this Proposal Response Form.

Please clearly describe your ability to only charge the County for modules that it plans to use. Please describe if your program is an “all or nothing” type program or if the County can purchase specific parts/modules.

Vendors should note that they are encouraged to submit a proposal even if their CAMA Program can not satisfy all of the desired attributes in the Suggested Scope of CAMA System Section.

The County understands that some CAMA programs may not be able to provide all of the County’s desired attributes stated in the Suggested Scope of CAMA System. Vendors should lay out in their proposals what desired attributes their program can provide and those that they cannot provide.

1. NAME AND ADDRESS OF FIRM/BIDDER

SIGNATURE		
BY (print name)		
TITLE	DATE	
COMPANY NAME		
STREET ADDRESS		
CITY, STATE, ZIP		
TELEPHONE	FAX	E-MAIL
SOCIAL SECURITY OR FEDERAL TAX I.D. #		
CLARKE COUNTY BUSINESS LICENSE #		
VIRGINIA CONTRACTOR'S LICENSE #	EXPIRATION DATE	CLASS
SCC IDENTIFICATION NUMBER (IF APPLICABLE)		
NAME OF INSURANCE CARRIER, BROKER OR AGENCY		

2. SUBCONTRACTORS

The following Subcontractors are proposed for the item(s) of work listed. Trade contractors are subject to review per the General Conditions. List only firms that will supply any labor at this site. Submit a reference form for each Subcontractor listed.

ITEM OF WORK	SUBCONTRACTOR

3. RECEIPT OF CORRESPONDENCE

The undersigned acknowledges receipt and inclusion of the following into the bid: (If none, write "NONE".)

- | | | | |
|----|-----------------|-------|--------------|
| A. | Pre-bid minutes | _____ | Dated: _____ |
| B. | Pre-bid minutes | _____ | Dated: _____ |
| C. | Addendum No. | _____ | Dated: _____ |
| D. | Addendum No. | _____ | Dated: _____ |

4. PROPOSAL PRESENTATION

- A. The Contractor having carefully examined the Proposal Documents and all other related documents, fully reviewed the existing site conditions, and having become familiar with all conditions affecting the proposed work, including the availability of labor, materials and equipment, agrees to perform all Work required by the Proposal Documents.
- B. The Contractor, if awarded a Contract, agrees to commence the work on the date(s) specified in the Notice(s) to Proceed; to carry the work forward expeditiously with adequate forces; and subject to authorized adjustments, to achieve Interim Milestones, Substantial Completion and Final Completion in accordance with the dates or periods of performance set forth in the Contract Documents.

7. CONTRACTOR'S ORGANIZATION (strike out all conditions that do not apply)

- A. An individual or sole proprietorship
- B. A partnership
- C. A joint venture
- D. A corporation organized under the laws of the State of _____

8. ATTACHMENTS

The following is a checklist of items that are to be included with the Bid Response Form and should be completed by the Contractor:

- A. _____ Attachment B: Reference Form
- B. _____ Attachment C: SCC Form
- C. _____ Sample Certificate of Insurance
- D. _____ Recognition of any addendum posted
- E. _____ Copies of any required licenses or permits

9. SIGNATURE AND SEAL

Signed and sealed this _____ day of _____, 20____

OFFEROR - SIGNATURE:

NAME: _____

TITLE: _____

Notary Public

Seal

My commission expires the _____ day of _____, 20____

END OF PROPOSAL RESPONSE FORM
BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT B: REFERENCE FORM

This form should be completed and returned as part of your bid. Contractors should provide the following references for four (4) most recent and similar projects.

1. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
2. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
3. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
4. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	



ATTACHMENT C:
CLARKE COUNTY
DEPARTMENT OF JOINT ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT
129 Ramsburg Lane Berryville, VA 22611
Phone (540) 955-5185 Fax (540) 955-0456

Compliance with Virginia Law for Transacting Business in Virginia.

The undersigned hereby agrees, if this Bid/Proposal is accepted by Clarke County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offer is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT D:
COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the County of Clarke. The County of Clarke includes the Clarke County Board of Supervisors and General Government, the Clarke County School Board and School System, and all other agencies, boards, and commissions under the fiscal direction of the Clarke County Board of Supervisors.

TABLE OF CONTENTS

A. COMPETITION INTENDED	
B. INQUIRIES	
C. INCONSISTENCY IN PROVISIONS	
D. COOPERATIVE PURCHASING	
E. ETHICS IN PUBLIC CONTRACTING	
F. TAX-EXEMPT STATUS	
G. APPLICABLE LAWS AND COURTS	
H. FIRM BID PRICING	
I. TIE BIDS	
J. ANTI-DISCRIMINATION	
K. IMMIGRATION REFORM AND CONTROL ACT OF 1986	
L. DEBARMENT STATUS	
M. RESPONSE FORM PROCEDURES	
N. BID WITHDRAWALS	
O. AWARD SPECIFICS	
P. JUSTIFICATION FOR TERMINATION	
Q. DRUG-FREE WORKPLACE	
R. INSURANCE REQUIREMENTS	
S. BOND REQUIREMENTS	
T. PERMITS AND LICENSES	
U. PAYMENTS TO CONTRACTOR	
V. PAYMENTS TO SUBCONTRACTORS	
W. DISPUTES	
X. PROTEST OF AWARD OR DECISION TO AWARD	
Y. USE OF BRAND NAMES	
Z. PAYMENT OF CLARKE COUNTY TAXES	
AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE	
BB. CONTRACT QUANTITIES	
CC. DEVIATIONS	
DD. SAFETY	
EE. HOLD HARMLESS CLAUSE	
FF. REFERENCES	
GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES	
HH. ANITRUST	
II. DEFAULT	
JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS	
KK. SEVERABILITY OF CONTRACT	

- A. COMPETITION INTENDED: It is Clarke County's intent that this document permits competition. It shall be the prospective bidder's responsibility to advise the Director of Joint Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single

source. The Director of Joint Administrative Services must receive such notification not later than ten (10) calendar days prior to the date set for the bids to close.

- B. **INQUIRIES:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Director of Joint Administrative Services, no later than seven (7) days before the due date.

Any changes after the bid is advertised will be official only when submitted in writing and signed by the Director of Joint Administrative Services.

Any and all changes will be made by addendum and sent to all recorded holders of the bid documents.

All addenda issued will become part of the bid.

For a list of specific persons available to discuss this bid, see Points of Contact.

- C. **INCONSISTENCY IN PROVISIONS:** In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.

- D. **COOPERATIVE PURCHASING:** It is the desire of Clarke County that all other jurisdictions be allowed to “ride the bid” and enter in to a contract with any successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this bid is used as a cooperative IFB issued by Clarke County, the following would apply:

1. Clarke County is acting as the “Contracting Agent” for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction’s purchasing policy and procedures.
3. For copies of other jurisdictions’ terms and conditions, Contractor must contact them.

- E. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Article 6 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered in to by Clarke County. A copy of these provisions may be obtained from the Director of Joint Administrative Service upon request.

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or Subcontractor in connection with their bid, and that they have not conferred to any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.2-3100 et. Seq.). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.

Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

- F. **TAX-EXEMPT STATUS:** Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt certificate upon request. Contractor is responsible for paying any and all taxes on any purchases that it directly makes.

- G. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. All Court proceedings shall be held in the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.

- H. **FIRM BID PRICING:** Clarke County requires the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. "Discount from list" bids are not acceptable unless requested.
- I. **TIE BIDS:** The Joint Administrative Services Department and all other departments of Clarke County making purchases of services, supplies, material or equipment, shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.
- J. **ANTI-DISCRIMINATION:** Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4311, Employment Discrimination by Contractor Prohibited" which reads:

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting a bid, the bidder certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town, or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- M. **RESPONSE FORM PROCEDURES:**
1. Response Forms must be signed and received at the Purchasing Office, before the opening hour.
 2. Sealed Bids and Sealed Proposals offered by fax and or telephone will not be accepted.
 3. Quotes offered by fax will be accepted; however, telephone quotes will not be accepted.
 4. All Response Forms delivered in person must be delivered to the Purchasing Office.
 5. In submitting a Response Form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this project in accordance with all documents constituting the bid and will comply satisfactorily with the bid documents.
 6. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.
 7. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the bid to be considered.
 8. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.

9. By submitting a Response Form, bidders certify that they are not currently debarred by Clarke County from submitting bids, proposals or quotes on contracts, nor are they an agent of any person or entity that is currently debarred by Clarke County from submitting bids, proposals or quotes.
10. Any Response Form submitted with corrections must have corrections initialed by the person who signed the original. The unit price will prevail in the event an error is made in computing totals.
11. All prices for materials are to be F.O.B. Destination, prepaid and allowed. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order, commodity description, and quantity.
12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.
13. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.
14. Bids will be opened at the advertised local prevailing time, but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.
15. Unless otherwise specified, Response Forms must be submitted in triplicate and will be received at:
Clarke County Purchasing Office
129 Ramsburg Lane
Berryville VA 22611
16. Sealed Bid envelopes must be clearly marked, with the IFB number and project name, on the outside, lower left corner as follows:

Sealed Bid – Do Not Open
IFB # _____
PROJECT NAME _____
17. Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read allowed. The clock on the Purchasing Office's wall will be used to log the time each bid/proposal is received.
18. If more than one bid opening is held the same date, bids will be opened in succession as numbered and lettered (A, B, C, etc.).
 - a. Late bids will not be accepted. Bids received in the mail will be returned to the bidder unopened (provided properly sealed and marked as indicated above). Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.
 - b. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.
 - c. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.
 - d. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. **MSDS must be submitted to Clarke County in triplicate.**

N. BID WITHDRAWALS

1. A bidder, for contract other than for public construction, may request withdrawal of his/her bid before award, by submitting a written request to the Director of Joint Administrative Services.
2. After bid/proposal opening, corrections shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price

actually intended. After the opening, no changes in prices or other provisions of bids/proposals prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid/proposal if:

- a. the mistake is clearly evident on the face of the bid/proposal document but the intended correct bid/proposal is not similarly evident; or
 - b. the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Joint Administrative Services.
3. If bid bonds were tendered with the bid, Clarke County may exercise its right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).
 4. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.
 5. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Director of Joint Administrative Services.
 6. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or to perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

O. AWARD SPECIFICS

1. Clarke County reserves the right to accept, reject and/or cancel all or any part of any Response Form, and to waive minor technicalities.
2. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.
3. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and/or furnish the item(s), and the bidder shall furnish to Clarke County all such information and data for this purpose, as may be requested.
4. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.
5. Clarke County further reserves the right to reject any bid, proposal or quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.
6. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services confirm to the specification.
7. A contract shall not be assignable by the Contractor, in whole or part, without the written consent of Clarke County.
8. Unless otherwise specified, the right is reserved to make award based on all work and/or items, or on any part of work/items, whichever is in the best interest of Clarke County.
9. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.
10. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by

the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

11. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.
12. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for immediately delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.
13. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Joint Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.
14. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Joint Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
15. **The Joint Administrative Services Department will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.**
16. When Clarke County notifies a bidder, in writing, of its acceptance of the bidder's price(s) of any goods or services, this notification will signify the effective date of the acceptance of this contract.
17. Cancellation of a contract for any reason may result in the removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.
18. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

P. JUSTIFICATION FOR TERMINATION

1. Clarke County may terminate this contract in whole or part whenever the Director of Joint Administrative Services shall determine that such a termination is in the best interest of Clarke County.
2. Any such termination shall be effected by delivery to the Contractor at least ten (10) business days prior to the termination of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.
3. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.
4. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by Clarke County until said work or service is completed and accepted.
5. Possible reasons for termination are:
 - a. Termination for Convenience – in the event this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause – termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.
 - c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under

the contract.

- Q. DRUG FREE WORKPLACE: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4312, Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions" which reads:

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- R. INSURANCE REQUIREMENTS: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors, at any tier, will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.**
2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.
4. The bidder shall maintain such coverage for the duration of the contract period for "occurrence" policies. "Claims made" policies must be in force, or that coverage purchased, for three (3) years after contract completion date.
5. The Certificate of Insurance shall be properly completed as follows:
 - a. It shall name "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder".
 - b. It shall list "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured" under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions".
 - c. This provision may not apply to Professional Liability or Workers' Compensation/Employers' Liability.
6. The Certificate of Insurance shall be for a minimum of the following:
 - a. **Worker's Compensation- Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. **Employer's Liability - \$100,000**

c. **General Liability – per occurrence** **\$1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence** **\$1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability** **\$1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Omissions Coverages are required when soliciting those services as follows:**

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,350,000 per occurrence, \$7,050,000 aggregate
**(This complies with §8.01-581.15 of the Code of Virginia)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

7. The Contractor's insurance company shall provide thirty (30) days written notice to Clarke County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.
8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Clarke County's insurance requirements.**
9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.
10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its officers/officials, agents, employees and volunteers.
11. The insurer shall agree to waive all rights of subrogation against Clarke County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.

12. The bidder shall furnish Clarke County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
13. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Director of Joint Administrative Services.
14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) forms filed for use with the Commonwealth of Virginia.

S. BOND REQUIREMENTS

1. **Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions** and the requirements are outlined below.

- a. **Bid Bonds** – Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bid bond is required and stated in an invitation for bid and a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

- b. **Performance and Payment Bonds** – The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.

c.) One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contractor shall select the surety company. Required bonds shall be payable to the County.

3. **Any other special bonding requirements will be listed under Specific Reference to General Terms and Conditions.**

4. All bonds shall be obtained at bidder's expense and shall be included in the bid price.

T. PERMITS AND LICENSES

1. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses under Special Terms and Conditions. However, the contractor is ultimately responsible for ensuring that he/she has all the required permits and licenses.

2. For convenience purposes only, the following most commonly required permits and licenses are listed with their respective contact information.

Clarke County Building Permit

Per instructions from Building Department Office
Phone 540-955-5112

Clarke County Business License

Per instructions from Commissioner of the Revenue's Office
Phone 540-955-5108

Virginia State Contractor's License

Per VA Board for Contractors Statutes Title 54.1, Chapter 11
Phone 804-367-8500

Town of Berryville Since some of the county and school property is located within the limits of the Town of Berryville, Contractor is advised to check with the Town office to see what permits and licenses might be required for those projects. The Town Office phone number is 540-955-1099.

3. Clarke County does not waive any fees involved in securing Clarke County (or any other) permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.

4. All permit/license numbers must be indicated on or attached to the Response Form of this document.

U. PAYMENTS TO CONTRACTOR

1. Contractor warrants having clear title to all materials and supplies by submission of invoice being presented for payment.

2. All submitted invoices shall reflect the contract number and/or purchase order number, a detailed itemized breakdown of all charges, and (unless otherwise specified) shall be delivered to:

**Clarke County Accounts Payable
317 West Main Street, Suite B
Berryville VA 22611**

(v) 540-955-6171 (f) 540-955-0676

a. All submitted invoices shall show payer identification as follows:

b. Individual Contractors shall provide social security number.

c. Proprietorships, Partnerships and/or Corporations shall provide their federal employer identification number.

d. Payment will be made thirty (30) days after receipt of proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.

e. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with the contract.

f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County of Clarke shall promptly notify the contractor as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

g. Materials delivered shall be installed prior to invoicing, or else surety is to be provided.

V. PAYMENTS TO SUBCONTRACTORS

1. Any mention of the term "subcontractor(s)" in this section shall include any and all sub-tier Contractors.

2. A Contractor awarded the contract under this solicitation is hereby obligated to:

a. Pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the Subcontractor(s) under the contract or to notify Clarke County and the Subcontractor(s), in writing of the Contractor's intention to withhold payment and the reason.

b. Pay the Subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Clarke county, except for amounts withheld as stated above.

c. The date of mailing of any payment by U. S. mail is deemed to be payment to the addressee.

d. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation on the part of Clarke County.

- e. By submitting an invoice, the contractor agrees that all subcontractors have been paid or will be paid and the Contractor shall be responsible for resolving any and all claims submitted by the subcontractors.

W. DISPUTES

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.
2. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

X. PROTEST OF AWARD OR DECISION TO AWARD

1. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Joint Administrative Services, no later than ten (10) calendar days after the award announcement or decision to award, whichever occurs first.
2. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.
3. Written protest shall include basis for the protest and relief sought.

Y. USE OF BRAND NAMES

1. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and/or quality of the article desired, and any article which Clarke county in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
2. Any catalog, brand name or manufacturer's reference used in the bid invitation is descriptive – not restrictive – it is to indicate the type and quality desired.
3. Bids on brands of like nature and quality will be considered.
4. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.
5. If bidder makes no other bid and takes no exception to the specifications or reference data, the bidder will be required to furnish brand names, numbers, etc., as specified.
6. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed the specifications.

Z. PAYMENT OF CLARKE COUNTY TAXES

1. All bidders located or owning property in Clarke County shall assure that all real and personal property taxes are paid before submitting a bid.
2. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

1. Clarke County is required to comply with state and federal disability legislation: §504 of The Rehabilitation Act (RA) of 1973, The Americans with Disabilities Act (ADA) for 1990 Title II, and the Virginians with Disabilities Act (VDA) of 1990.
2. Specifically, Clarke County may not, through its contractual and/or financial arrangements, directly or

indirectly, avoid compliance with Title II of the ADA, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities.

3. Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the RA of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the ADA. The VDA of 1990 follows the RA of 1973, Section 504.

BB. CONTRACT QUANTITIES

1. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity to be ordered, since such volume will depend upon requirements that develop during the contract period.
2. Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of obligation to fill all orders placed by Clarke County.
3. No bid will be considered which stipulates that Clarke County shall guarantee to order a specific quantity of any item.

CC. DEVIATIONS: If there is any deviation in any bid from that prescribed in the Scope of Services, the appropriate line in the Scope of Work/Services shall be ruled out and the substitution clearly indicated and submitted with the Bid Response Form. Clarke County reserves the right to determine the responsiveness of any deviation(s).

DD. SAFETY

1. All Contractors and Subcontractors performing services for Clarke County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and county Safety and Occupational Health Standards and any other applicable rules and regulations.
2. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

EE. HOLD HARMLESS CLAUSE: Bidders shall provide that, during the term of this contract, including any warranty period, for the firm indemnifying, defending and holding harmless of Clarke County, its officials, employees, agents, representatives thereof, from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or Contractor's employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder also agrees that this clause shall include claims involving infringement of patent or copyright.

FF. REFERENCES: All bidders shall include with their Response Form a list of current references for whom comparable work has been performed or to whom comparable goods have been provided. A separate attachment has been provided and must be completed entirely and returned with the bid. Failure to include Reference Form may be ample cause for rejection of bid as non-responsive.

GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES: Any and all Federal and Commonwealth of Virginia Laws and County Ordinances that are not referenced or stated in the County's General Terms and Conditions shall apply to all contracts/orders.

HH. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Clarke all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchases or acquired by the County of Clarke under said contract.

II. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County of Clarke, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS.
Some, but not all, examples of clauses that may delay or stop a contract from being signed are shown below:

- a. The County shall attempt to remove late fee clauses.
- b. The County shall attempt to remove one-time fee clauses, such as administrative, restocking, and documentation fees.
- c. The County shall attempt to remove clauses involving the adjustment of payments due on a fixed-price contract (without prior County approval).
- d. The County shall attempt to remove clauses that provide the vendor with an automatic renewal of a contract unless County notification is provided within a particular time frame.
- e. The County shall attempt to remove clauses where the County is asked to reimburse a vendor for its expenses to refurbish equipment or materials that have been leased by the County to ensure that the vendor can resell or release the item.
- f. The County shall attempt to remove clauses where the County is asked to provide a security deposit.
- g. The County shall attempt to remove any clauses that disclaim warranties.
- h. The County shall attempt to remove any clauses that put time constraints on the County's right to file legal action.
- i. The County shall attempt to remove indemnity clauses from all contracts. If the complete removal of an indemnity clause can not be agreed upon, the County shall ensure that the maximum amount of liability is satisfactory. The County also may attempt to include its own indemnity clause in which the County's maximum amount of liability is clearly stated.
- j. The Clarke County Treasurer must approve any contract that allows a vendor to directly debit/charge the County's bank account.
- k. All Court proceedings shall be held in the Commonwealth of Virginia.

When a specific contract clause can not be agreed upon, the County reserves the right to end negotiations with the respective vendor and begin negotiations with another vendor.

KK. SEVERABILITY OF CONTRACT: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

LL. The County reserves the right to waive or amend any of its General Terms and Conditions if the Purchasing Agent and/or Joint Administrative Board deem it to be in the best interest of the County.

END OF GENERAL TERMS AND CONDITIONS
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